

Exhibit I

Geary Sha

Geary Sha vs.
Aircraft Service International, Inc., et al.

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 FOR THE COUNTY OF SAN FRANCISCO

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4

5 GEARY SHA, an individual;

6 Plaintiff,

7 vs.

Case No.
CGC-23-606989

8

9 AIRCRAFT SERVICE
10 INTERNATIONAL, INC.,
a Delaware Corporation;
11 MENZIES AVIATION (USA), INC.,
a Delaware Corporation;
12 TRACY AGUILAR, an individual;
and DOES 1 through 50, inclusive;

12

13 Respondents._____/

14

15

16 VIDEOTAPED DEPOSITION OF

17 GEARY SHA

18 VALLEJO, CALIFORNIA

19 TUESDAY, FEBRUARY 6th, 2024

20 VIA ZOOM

21

22

23 Reported by:

24 Tamra Elaine Keen, RPR, CLR, CCRR, CSR No. 5404

25 Job No.: 10134914

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1 Aircraft Service International, Inc., Menzies Aviation,
2 USA, and Tracy Aguilera, who was erroneously named as
3 Tracy Aguilar in the Complaint, and with me is one of my
4 associates, Will Lawther, who will be appearing at the
5 deposition today.

6 MR. BROTMAN: Good morning. My name is Gary
7 Brotman. I represent the plaintiff in this matter, the
8 deponent, Geary Sha. Along with me is my one of my
9 associates, Diego Gallego Gomez. He will be observing,
10 as well.

11 MS. RAMSE: The court reporter today is Tamra
12 Keen and she may now swear in or affirm the deponent.

13 GEARY SHA,
14 having been duly sworn, testified as follows:

15 EXAMINATION

16 MR. JACKSON: Thank you.

17 Good morning Mr. Sha.

18 My name is Kevin Jackson. I introduced myself
19 a few times. I represent the defendants in this case,
20 Aircraft Service International, Inc., you may know as
21 ASIG Menzies Aviation USA and a Tracy Aguilera.

22 **Q. Are you able to hear me okay?**

23 **A. Yes.**

24 Are you guys able to hear me okay?

25 **Q. I can hear you great, thank you.**

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1 Q. Yeah.

2 During your time as general manager, were you
3 involved in decisions relating to, you know, staffing,
4 job assignments, organization of departments, things
5 like that?

6 A. During the time, I just -- I consulted with my
7 duty managers that's out on the field, to understand and
8 go out there and observe, you know, what they tell me is
9 called for, to make a judgment in regards to what --
10 what -- what decision needs to be made.

11 Q. In the situations that you identify where you
12 were involved in the decision-making process to
13 terminate the employment of, it sounds like, two
14 individuals, can you describe what that process was
15 like?

16 A. One of the issues that led to termination of
17 one of the employees was an FAA violation, where they
18 call it "blocking the deadman".

19 A deadman is a switch that controls or
20 activates a pump. Blocking it requires, you know,
21 jamming a piece of wire, whatsoever, so it keeps on --
22 keeps on, basically. And FAA rules that's a violation
23 and it's a terminal offense. So that's pretty much --
24 pretty much self-explanatory.

25 Tracy -- I was working with Tracy in regards

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1 to that to get all the documentation. I got CCPD
2 footage from the tank farm, the fuel farm itself,
3 when --

4 (Reporter requests clarification.)

5 BY MR. JACKSON:

6 Q. Is that Tracy Aguilar?

7 A. That's Tracy Aguilera.

8 Q. I'm sorry, Tracy Aguilera.

9 A. You confused me, as well.

10 Q. The same -- the same Tracy you were just
11 discussing, that's the same Tracy Aguilera who is the
12 defendant in this case; correct?

13 A. Correct.

14 Q. And so it sounds like you had -- with respect
15 to that termination -- an opportunity to work directly
16 with Tracy in connection with that personnel decision?

17 A. Right.

18 Q. And what was your opinion of Tracy's, you
19 know, professionalism when it came to assisting in that
20 termination decision?

21 MR. BROTMAN: Objection calls for speculation,
22 calls for a legal conclusion.

23 THE WITNESS: So when that had happened, Tracy
24 gave me recommendations of what -- what could we do.
25 She also put on a side note that is there any way we can

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1 save this employee. Because one, this employee that was
2 getting terminated was a shop union rep for the company.

3 And I pretty much had to follow by the rules
4 of, you know, FAA violations is FAA violations. You
5 know, you have too many parties that's involved with
6 this. You have the fuel farm -- fuel farm general
7 manager, which is -- is one that provide me CCTB and
8 every time those incidents got to be reported to FAA so
9 they know what's going on.

10 I made a judgment call of there's no way we
11 can save this individual. So therefore, the termination
12 stands.

13 Q. Okay. And in your opinion, was -- did Tracy
14 handle that decision-making process in a fair manner?

15 MR. BROTMAN: Objection calls for speculation,
16 vague and ambiguous as to "fair", calls for expert
17 opinion.

18 THE WITNESS: So Tracy basically just had to
19 process everything that I told her. Because at the end
20 of the day, I am in charge of this station.

21 MR. JACKSON: Okay. So when you were working
22 with Tracy for that termination, ultimately it was your
23 decision and Tracy had to do what you instructed her to
24 do.

25 Q. Is that your testimony?

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1 A. Correct.

2 Q. Okay. And so then after that, if Tracy
3 communicated the decision to the employee, she would be
4 communicating what presumably you had guided her to do;
5 is that correct?

6 MR. BROTMAN: Objection assumes facts,
7 incomplete hypothetical.

8 THE WITNESS: Can you rephrase that?

9 MR. JACKSON: Let me ask a different question.

10 Q. Did you -- when the termination decision was
11 made, who communicated that decision to the employee, to
12 your knowledge?

13 A. So after we have a meeting with Tracy, what is
14 there to do in the process?

15 Q. Yeah, what happened. How did the employee
16 come to learn that he or she had been terminated?

17 A. We had a meeting with the individual, and we
18 sat the individual down and explained to them, you know:
19 This is the rules. We are basing your termination off
20 on this -- what you call the evidence that we have at
21 hand.

22 Q. And who attended that meeting? I don't know
23 the name of this employee, was but was it you and Tracy?

24 A. Me, Tracy, and one other shop rep.

25 Q. Okay. And in that meeting, you said you were

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1 basically -- everything you just said you were
2 communicating to the employee about the reasons for the
3 decision and the rules about why the company did what it
4 did?

5 A. Right.

6 Q. Is that correct?

7 A. Correct.

8 Q. Did Tracy communicate any of the same to the
9 employee, or was it just you?

10 A. We both did. We were both at that meeting
11 when the final decision.

12 Q. Okay. And in your view, were those
13 communications made in the ordinary course of performing
14 your jobs as managers for Menzies?

15 A. I'm sorry?

16 Q. So the meeting you just described where you
17 and Tracy were communicating the company's termination
18 decision to the employee, do you agree that that was
19 just part of your and Tracy's job, was to communicate
20 Menzies' decision to the employee at that meeting?

21 A. Yes.

22 Q. You would agree that that's just an ordinary
23 function that a manager in your position and in Tracy's
24 position performed for Menzies?

25 A. Yes.

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1 MR. BROTMAN: Objection compound, calls for
2 speculation.

3 BY MR. JACKSON:

4 Q. You said you communicated a lot to the
5 employee during that meeting, but in your mind was your
6 decision to terminate the employee based on company
7 policy?

8 A. Yes.

9 Q. And ultimately, did you come to the opinion
10 that Tracy agreed with your decision that termination
11 was justified, based on company policy?

12 MR. BROTMAN: Objection calls for speculation
13 as to what Tracy thought.

14 THE WITNESS: Was this the final meeting with
15 the employee, or just a meeting that I have with Tracy
16 and the training managers?

17 BY MR. JACKSON:

18 Q. I was just referring to the termination
19 meeting we were just talking about?

20 A. If you are talking about the termination with
21 the employee happened with the final meeting with them.
22 Yes, its my position, based on all the evidence I
23 gathered, and the company policy and the FAA violation,
24 as well.

25 MR. JACKSON: Okay.

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1 break we were talking about, I believe, the -- Exhibit 6
2 was the February 10th, 2022 email; right?

3 A. Right.

4 Q. And we were talking about before that time, in
5 connection with your employment and position as the
6 general manager, you would have some occasion to work
7 directly with Tracy Aguilera with respect to at least
8 one termination decision.

9 Is that correct?

10 A. Two. A total of two, that I remember.

11 Q. Two.

12 Can you describe the other termination that we
13 talked about earlier and you anymore interactions with
14 Tracy in connection with that?

15 A. The other termination was due to attendance
16 issues of personnel. Nothing against his, what you say,
17 personality. It was more his absence or tardiness
18 affecting our operations and pretty much trying to
19 follow the company policy in regards to the attendance
20 policy was adhered and made a decision to, you know,
21 terminate this employee based on cause.

22 Q. Was that your decision?

23 A. Yes, following company policy, attendance
24 policy.

25 Q. And --

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1 A. And there was --

2 Q. Go ahead.

3 A. -- there was a time that I have meetings with
4 Tracy and, also, during that time, with the training
5 manager as well, to discuss about --

6 (Reporter requests clarification.)

7 THE WITNESS: Discuss about that employee
8 that's going to be terminated.

9 Tracy was asking: Is there anything we can do
10 to save this individual?

11 I told Tracy straight up: Adhering with the
12 company's attendance policy, this guy violated a lot of
13 issues and, you know, I made the decision to let him go.

14 BY MR. JACKSON:

15 Q. And then, did you instruct Tracy to proceed
16 with processing the termination based on your decision?

17 A. Correct.

18 Q. And did she fulfill your requests?

19 A. Yes.

20 Q. And in fulfilling your requests, do you agree
21 that that was part of what her job function in Human
22 Resources required her to do?

23 MR. BROTMAN: Objection may call for
24 speculation.

25 THE WITNESS: Yes.

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1 BY MR. JACKSON:

2 Q. And did you then, or sitting here now, take
3 any issue with how Tracy performed her Human Resources
4 function in connection with that termination?

5 A. Before the termination she was asking, you
6 know: Can we give each of them a second chance?

7 And she knows that there is no second chances
8 to be given.

9 Q. Okay. So she was looking for a way to give
10 the employee a second chance, and you said no, and then
11 instructed her to proceed with the termination.

12 Is that correct?

13 A. Correct.

14 Q. And so, in so processing that termination and
15 in your view, Tracy was doing what she was supposed to
16 do, based on your direction to her; correct?

17 A. Right.

18 MR. BROTMAN: Objection mischaracterizes prior
19 testimony.

20 Give me a second, Geary, before you answer.

21 (Reporter requests clarification.)

22 BY MR. JACKSON:

23 Q. Can you answer the question, please?

24 A. Can you repeat that again, I'm sorry.

25 MR. JACKSON: Can we have the question read

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1 medical condition?

2 A. That, I don't recall.

3 Q. Did you have -- strike that.

4 Prior to February 10th, 2022, did you have any
5 communications with Tracy Aguilera about your need to
6 have time off to have surgery?

7 A. I don't recall.

8 Q. To the best of your recollection, is the only
9 person you spoke with at Menzies about your need for
10 time off in February 2022, was that Kevin Lager?

11 A. Yes, because he was the boss. Tracy doesn't
12 have anything to do with decision-making, whatsoever.
13 Kevin is the one that has the decision-making.

14 Q. All right.

15 With respect to granting time off?

16 A. Yes, to make sure that everything -- I'm
17 sorry.

18 Q. To --

19 A. To make sure that everything is covered. I
20 even got text message for him -- from him saying, you
21 know: Hope everything is okay. Speedy recoveries. I
22 wish you back soon.

23 MR. JACKSON: Okay.

24 Introduce as Exhibit 7, an email dated
25 February 15th, 2022, which is Bates marked Menzies Sha

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1 Q. And the letter said that and you understood
2 that at the time; correct?

3 A. Yes.

4 Q. It goes on to state: Upon the expiration of
5 the leave, you may be returned to your former position
6 based on business needs and availability.

7 Correct?

8 A. Yes.

9 Q. So at the time you received this letter in
10 April of 2022, was it your understanding that, starting
11 on May 7th, you would be on a non-FMLA/CFRA leave, that
12 did not have job protection rights and that you will
13 return to your former position was not guaranteed?

14 A. Yes.

15 Q. Okay. And again it's your testimony that, at
16 this time that you were receiving this email, you were
17 taking no issue with how Menzies responded to your
18 requests for time off or classified your requests for
19 time off; correct?

20 A. Correct.

21 Q. And can you identify any statements that
22 anybody at Menzies made in the connection with your
23 request to extend your leave through September 19th,
24 2022, that you found to be inappropriate?

25 A. No.

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1 operational need for the general manager position at
2 SFO.

3 Q. Is that correct?

4 A. That's correct. She said the company finds --
5 she said Michael Porier or company finds that there's no
6 longer a need of a general manager at SFO because they
7 have operation manager, they have additional account
8 manager.

9 Q. Okay. And did Tracy say anything to you
10 during that discussion to indicate that Menzies'
11 decision was based on your medical condition?

12 A. No.

13 Q. And during that conversation, did Tracy say
14 anything to you to indicate that Menzies' decision was
15 based on your leave of absence?

16 A. No.

17 Q. And other than Tracy's statement that the
18 company determined that there was no longer a need for
19 the general manager position, had eliminated it at SFO,
20 did she tell you anything else regarding Menzies'
21 reasons for its decision?

22 A. No.

23 Q. Sitting here today, do you know why Menzies
24 made the decision to eliminate the general manager
25 position at SFO?

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1 A. I have no clue.

2 Q. Are there any -- strike that.

3 Has anybody from Menzies communicated anything
4 to you, in writing or verbally, to contradict the reason
5 that Tracy identified in her meeting with you on
6 December 20th, 2022, as to why Menzies eliminated the
7 general manager position at SFO?

8 MR. BROTMAN: Objection leading.

9 THE WITNESS: No.

10 BY MR. JACKSON:

11 Q. And during this meeting, Tracy informed you
12 for the first time that Menzies had eliminated your
13 position; correct?

14 A. Yes.

15 Q. And you identified multiple positions that she
16 informed you were available and currently open at the
17 SFO location where you worked; correct?

18 A. Yes.

19 Q. Are you aware of whether there were other
20 positions open at SFO that Tracy did not identify?

21 A. No. I only know that there's other positions
22 after the fact that I was gone.

23 Q. When at the time is it your understanding that
24 Tracy informed you of all available positions at SFO as
25 of December 20th, 2022?

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1 MR. BROTMAN: Objection leading, calls for
2 speculation.

3 You can answer, if you know the answer.

4 THE WITNESS: I don't know.

5 MR. JACKSON: Just so I'm clear.

6 Q. You have no information to suggest that there
7 were other positions open that she concealed from you
8 during that meeting on December 20th, 2022; correct?

9 A. Not quite sure. She only gave me those two
10 job listing: Aircraft fueler and cargo.

11 To me, that does not make sense.

12 Q. My question is simp -- my question is simply:
13 Other than those two positions, are you aware of whether
14 there were other positions available at the SFO station
15 as of December 20th, 2022?

16 MR. BROTMAN: Objection asked and answered.

17 THE WITNESS: I don't know.

18 BY MR. JACKSON:

19 Q. After Tracy informed you of those two open
20 positions, you responded with, you know, what you
21 testified to before essentially that they were, you
22 know, significantly lower paying and, you know, several
23 steps down from the general manager position; correct?

24 A. That is correct.

25 Q. And then you inquired with her about open

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1 management positions at other locations, other than SFO;

2 correct?

3 A. Correct.

4 Q. And then, how did Tracy respond to that

5 request?

6 A. She draft me a list of what she could find

7 out. She also mentioned that there is no guarantee, no

8 relocation fee for me, and also gave me a deadline of

9 three days to think about it. Three days not enough to

10 think about, to talk to my family, to make that move.

11 That's a gamble, too.

12 Q. Well --

13 A. And she keep on saying: So if you don't
14 accept anything, that you voluntarily resign.

15 I straight on told her: I do not resign and I
16 do not voluntarily resign.

17 Q. So during the meeting on December 20th, you
18 asked about other positions -- management positions at
19 other locations, and Tracy told you she would look into
20 it and provide you with a list; correct?

21 A. We only talked on the phone on the 20th, when
22 I was in the office and she is not in the office. She
23 talked to me remotely. She didn't even give me a list
24 of the -- of the positions until probably second day,
25 when I emailed her about that. And she got back to me

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1 position after extended leave. Especially, in my case,
2 in my position as GM. They just don't leave -- you
3 don't get rid of GM just like that.

4 I'm not a regular agent, which is replaceable.

5 Q. Okay. But you understood that Menzies had
6 communicated to you, since prior to ahead of the time
7 your FMLA/CFRA leave had expired in May of 2022, the
8 company was extending your leave of absence pursuant to
9 a medical leave of absence policy that was not job
10 protected.

11 That was communicated to you multiple times;
12 correct?

13 A. Yes.

14 Q. Okay. And looking at this email, do you find
15 this to be an appropriate communication with your
16 employer?

17 MR. BROTMAN: Objection vague and ambiguous.

18 THE WITNESS: I believe so.

19 BY MR. JACKSON:

20 Q. And you understood that Menzies was offering
21 you all of the positions at SFO, to which you responded:
22 This is an insane job offer.

23 Correct?

24 MR. BROTMAN: Objection mischaracterizes the
25 testimony.

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1 Q. By way of this communication, were you, in
2 your mind, clearly communicating that you would not
3 accept the open positions that were available at SFO?

4 A. Actually, I accept?

5 Q. Right. So you were turning down the work that
6 Menzies informed you was available at this time at SFO;
7 correct?

8 A. Yes.

9 MR. JACKSON: I'd like to introduce an Exhibit
10 22, a document Bates stamped Menzies Sha 0000629 through
11 633.

12 (Exhibit 22 is marked for identification.)

13 THE WITNESS: I received.

14 MR. JACKSON: Okay. So looking down at the
15 bottom, there's email that starts underneath 0000631, on
16 the page 632, it looks like. It starts to
17 gearysha86@gmail.com. Subject: Recap of meeting.

18 Q. Do you see that?

19 A. Yes.

20 Q. And it states: As per your doctor's release,
21 you were scheduled to return to work December 20th,
22 2022.

23 Correct?

24 A. Yes.

25 Q. And then it states: Upon your return, I

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1 position in the Menzies network that you can apply and
2 may be considered.

3 Do you see that?

4 A. Yes.

5 Q. And is that consistent with your understanding
6 that, after you asked Tracy about other positions, she
7 looked into them, there were more management level
8 across the Menzies network, and then identified four
9 such positions that would be available now?

10 A. She only sent this after it was requested a
11 week later. And I had three days from that time to make
12 a decision to see if I can move. And like I say,
13 there's no relocation funds. How can that be?

14 Q. My question was simply: In response to your
15 requests to look at positions outside of SFO that were
16 more equivalent to the management position you held,
17 Tracy looked at open positions and provided these four
18 in response to your requests.

19 Is that correct?

20 MR. BROTMAN: Objection asked and answered,
21 again.

22 THE WITNESS: Yeah. She only gave me these
23 positions when I asked for it. It's not offered to
24 me --

25 MR. JACKSON: I --

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1 THE WITNESS: -- to begin with.

2 BY MR. JACKSON:

3 Q. I -- my question is simply: In response to
4 your request, did Tracy identify open positions in the
5 Menzies network that were more equivalent to the
6 management position you held; yes or no?

7 MR. BROTMAN: Objection asked and answered.

8 Again, harassing at this point.

9 THE WITNESS: No, I'm telling you. These
10 are -- these are positions that was not offered to me to
11 begin with. I had to ask for it.

12 MR. JACKSON: Sir, my question is not whether
13 you were offered the positions.

14 Q. My question is whether Tracy identified them
15 as open positions in the Menzies network in response to
16 your request?

17 MR. BROTMAN: Objection harassing and asked
18 and answered for the fourth time.

19 So -- are you able to hear Geary?

20 THE WITNESS: Yes, I can hear you now, sorry.

21 So like I was saying, those positions were
22 just offered to me after I have asked for it. None of
23 those positions was offered to me to begin with.

24 MR. JACKSON: Okay. This email identifies,
25 quote: The list of these job positions and locations.

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1 to go back to the Complaint. If you could please scroll
2 up, this would be Exhibit 3, Tab 16.

3 A. Once again, I'm trying to --

4 Q. No problem.

5 A. Can you name the file name that you shared?

6 Q. Yeah, it's Tab 16 in the chat. It says:

7 10:34 a.m.

8 A. Tab 16, Complaint.

9 And you talked about what line? I'm sorry.

10 Q. I just wanted to see if you added it in front
11 of you.

12 A. Yeah, I have it in front of me.

13 Q. All right. I want you to look at paragraph
14 53, please.

15 A. 53.

16 Okay.

17 As described herein --

18 Q. Yeah. Okay.

19 Starting on line 24, it states: Defendants
20 harassed Plaintiff in actions and Aguilar acting in her
21 capacity as agent employed by Menzies repeatedly, one,
22 sought to obstruct plans to return to work.

23 Do you see that?

24 A. Yes.

25 Q. And what specifically, in your view,

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1 constituted Tracy's efforts to obstruct your return to
2 work?

3 MR. BROTMAN: Objection calls for a legal
4 contention, pursuant to writ in the superior court.

5 THE WITNESS: Well, she word -- used to word
6 "voluntary resignation" every time. I felt threaten
7 because I don't resign, at all, or voluntarily resign.

8 MR. JACKSON: Okay.

9 Q. Other than Tracy's statements about "voluntary
10 resignation", is there anything else that she said that
11 made you feel threatened?

12 A. No, just only voluntary resignation every
13 time.

14 Q. And those were written communications that
15 we've looked at today during your deposition?

16 A. That is correct.

17 Q. And is it your belief that Tracy made the
18 decision to separate your employment from Menzies?

19 A. I believe she has to do whatever the boss
20 says; right? So it is not her decision, but then it is
21 how -- how it was explained to me, I feel threatened.
22 Voluntary resignation. You voluntary resign. Which I
23 don't resign.

24 Q. Do you know whether Tracy was instructed by
25 anybody else to classify your termination as a voluntary

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1 **resignation?**

2 A. That, I'm not sure. We all have different
3 bosses.

4 Q. But ultimately, it is your testimony that you
5 don't think Tracy was the one that made the decision.
6 She was just performing her job as the Human Resources
7 manager, in communicating with you?

8 MR. BROTMAN: Objection misstates the
9 testimony. Leading.

10 THE WITNESS: Yeah, I don't know.

11 BY MR. JACKSON:

12 Q. Well, is there any reason for you to believe
13 that she was acting outside of her capacity as a Human
14 Resources manager during her communications with you?

15 MR. BROTMAN: Objection calls for speculation
16 as to her capacity as a "Human Resources manager".

17 THE WITNESS: I don't know.

18 BY MR. JACKSON:

19 Q. Are you familiar with Tracy's complete job
20 description?

21 A. She handles all the difficulties and all the
22 human relationship with all the employees, so to speak.

23 Q. And other than that, do you have personal
24 knowledge of specific job duties and responsibilities
25 that Tracy Aguilera holds in her capacity at Menzies?

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CERTIFICATE of REPORTER

I, the undersigned, a Certified Shorthand
Reporter of the State of California, do hereby certify:

That the foregoing proceedings were taken before
me at the time and herein set forth; that any witness in the
foregoing proceedings, prior to testifying, were duly sworn;
that a record of the proceedings was made by me using
machine shorthand, which was thereafter transcribed under my
direction; that the foregoing transcript is a true record of
the testimony given.

Further, that if the foregoing pertains to the
original transcript of a deposition in a federal case,
before completion of the proceedings, review of the
transcript [X] was [] was not requested.

I further certify I am neither financially
interested in the action nor a relative or employee of any
attorney or party to this action.

IN WITNESS WHEREOF, I have this date subscribed
my name.

Dated: February 15th, 2023



Tamra Elaine Keen

RPR, CLR, CCRR, CSR No. 5404